

Exhibit 57
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Exhibit 60
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Exhibit 61
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Exhibit 62
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Exhibit 63

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

----- X
TRAVELERS INDEMNITY COMPANY, :
TRAVELERS INDEMNITY COMPANY OF :
CONNECTICUT, formerly known as TRAVELERS :
INDEMNITY COMPANY OF RHODE ISLAND, :
TRAVELERS CASUALTY AND SURETY :
COMPANY, formerly known as THE AETNA :
CASUALTY AND SURETY COMPANY, and :
TRAVELERS PROPERTY CASUALTY :
COMPANY OF AMERICA, formerly known as :
TRAVELERS INDEMNITY COMPANY OF :
ILLINOIS, :

Plaintiffs,

v.

NORTHROP GRUMMAN CORPORATION,
NORTHROP GRUMMAN SYSTEMS
CORPORATION,

Defendants,

and

CENTURY INDEMNITY COMPANY, eventual
successor in interest to INSURANCE COMPANY
OF NORTH AMERICA,

Nominal Defendant.

Case No. 12-cv-03040 (KBF) (FM)

**NORTHROP GRUMMAN'S
FIRST NOTICE OF
DEPOSITION OF PLAINTIFFS
AND COUNTERCLAIM
DEFENDANTS TRAVELERS
PURSUANT TO RULE 30(b)(6)**

ECF CASE

----- X
PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 30(b)(6), Defendant Northrop
Grumman Corporation and Defendant/Counterclaim Plaintiff Northrop Grumman Systems
Corporation, through their counsel, will take the deposition upon oral examination of
Plaintiffs/Counterclaim Defendants Travelers Indemnity Company, Travelers Indemnity
Company of Connecticut (formerly known as Travelers Indemnity Company of Rhode Island),
Travelers Casualty and Surety Company (formerly known as The Aetna Casualty and Surety

Company), and Travelers Property Casualty Company of America (formerly known as Travelers Indemnity Company of Illinois) (collectively "Travelers") on January 15, 2013, commencing at 9:30 a.m. at the offices of Covington & Burling LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018. The deposition shall be conducted before a notary public or other officer authorized by law to administer oaths, shall be recorded by a certified stenographic reporter and a videographer, and shall continue from day to day until completed. You are invited to attend and cross-examine to the extent authorized by the Federal Rules of Civil Procedure.

Travelers is requested to designate one or more officers, directors, managing agents, or other knowledgeable persons who consent to testify on Travelers' behalf concerning each of the Examination Matters listed below.

Please take further notice that Northrop Grumman reserves the right to take further depositions of Travelers pursuant to Rule 30(b)(6) on additional topics not addressed herein.

DEFINITIONS AND INSTRUCTIONS

1. "YOU" means Travelers Indemnity Company, Travelers Indemnity Company of Connecticut (formerly known as Travelers Indemnity Company of Rhode Island), Travelers Casualty and Surety Company (formerly known as The Aetna Casualty and Surety Company), and Travelers Property Casualty Company of America (formerly known as Travelers Indemnity Company of Illinois), and each of YOUR predecessors, successors, present and former affiliates, subsidiaries, officers, directors, agents, servants and employees, and all persons acting or purporting to act on YOUR behalf who sold or issued liability insurance policies.

2. "NORTHROP GRUMMAN" means Northrop Grumman Corporation and Northrop Grumman Systems Corporation and any and all of their present and former subsidiaries, present and former affiliated companies, predecessors and affiliates of predecessors

(including but not limited to Grumman Aircraft Engineering Corporation, Grumman Corporation, Grumman Aerospace Corporation, and Grumman Allied Industries, Inc. (collectively, "Grumman")), and successors and their affiliates, as well as any person acting or purporting to act on behalf of any such entity. The term excludes predecessors of Northrop Grumman Corporation and Northrop Grumman Systems Corporation that are unrelated to the Environmental Claims at issue in Phase 1 of this litigation -- namely, non-Grumman-related entities.

3. "DOCUMENT" has the broadest meaning permissible under Rule 34 of the Federal Rules of Civil Procedure, and includes, without limitation, papers (whether handwritten or typed), memoranda, correspondence, notes, calendar entries, diaries, logs, case files, photographs, reports, receipts, invoices, ledger entries, microfilm, microfiche, computer printouts, tape recordings, disks, and other sources of electronically or magnetically maintained information.

4. "THE FACTUAL BASIS" means (a) all possible facts, circumstances, and factual predicates supporting or tending to support, or refuting or tending to refute, a particular assertion or affirmative defense; (b) all DOCUMENTS supporting or tending to support, or refuting or tending to refute, a particular assertion or affirmative defense, including all DOCUMENTS relevant to YOUR deposition testimony and/or consulted in preparing YOUR deposition testimony; and (c) all persons having knowledge of any facts, circumstances, or factual predicates supporting or tending to support, or refuting or tending to refute, a particular assertion or affirmative defense.

5. "ENVIRONMENTAL CLAIM" means any claim that arises out of the actual or alleged discharge, release, seepage, escape, or dispersal of actual or alleged pollutants into or upon ground, soil, surface water, groundwater, or air.

6. For purposes of construing the Examination Matters, the singular includes the plural, the plural includes the singular, and the words "and" and "or" are to be construed conjunctively or disjunctively as necessary to make the Examination Matters inclusive rather than exclusive.

EXAMINATION MATTERS

1. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that NORTHROP GRUMMAN "has not met its duties to provide notice as required by the Policies."

2. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that NORTHROP GRUMMAN "has not met its duties to cooperate with Travelers in pursuing any settlements or suits and enforcing any rights of indemnity or contribution against any person relating to a claim under the Policies."

3. THE FACTUAL BASIS for YOUR affirmative defense in YOUR Reply to Counterclaims of Northrop Grumman Systems Corporation that coverage is barred by the applicable statutes of limitations and/or the applicable contractual limitations periods.

4. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that NORTHROP GRUMMAN has "failed to mitigate, minimize or avoid any loss."

5. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that "any injuries or damage are the result of voluntary payments or obligations that [NORTHROP GRUMMAN] incurred without Travelers' consent."

6. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that “the injuries or damage in the Underlying Pollution Claims and Suits do not arise from and are not caused by an *occurrence* within the meaning of the Policies.”

7. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that “the injuries or damage in the Underlying Pollution Claims fall within the scope of any pollution exclusion under the Policies.”

8. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that coverage is barred because “the injuries or damage in the Underlying Pollution Claims and Suits arise from damage to property owned, rented or used by [NORTHROP GRUMMAN].”

9. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that coverage is barred because “the injuries or damage were expected or intended by [NORTHROP GRUMMAN].”

10. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint and for YOUR affirmative defense in YOUR Reply to Counterclaims of Northrop Grumman Systems Corporation, respectively, that coverage is barred because “the injuries or damage occurred prior to the commencement or after the expiration of the Policies” and/or because “an occurrence ... did not happen during the policy periods of the Policies.”

11. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint and YOUR affirmative defense in YOUR Reply to Counterclaims of Northrop Grumman Systems Corporation, respectively, that “premiums that are due and owing under the Policies, including without limitation, retrospective premiums, have not been paid” and that “any indemnification for liability is subject to any applicable deductibles, retentions, retrospective premiums, and limits of liability contained in the Policies.”

12. THE FACTUAL BASIS for YOUR assertion in YOUR Complaint that coverage is barred because “the occurrence, accident, injury and/or damage for which recovery is sought was known and/or should have been known or was in progress prior to any period of the Policies.”

13. THE FACTUAL BASIS for any other defense to coverage asserted in YOUR Complaint or YOUR Reply to Counterclaims of Northrop Grumman Systems Corporation that YOU intend to pursue against NORTHROP GRUMMAN.

14. YOUR public statements since 1967, including any regulatory filings or communications with any insurance regulator, governmental body, agency or authority, regarding coverage provided by any policies issued by YOU for ENVIRONMENTAL CLAIMS.

15. The drafting history of, YOUR attempts to secure regulatory approval for, and the meaning, construction and application given by YOU to the Travelers qualified pollution exclusion contained in the general liability policies YOU sold to NORTHROP GRUMMAN between 1967 and 1985.

16. YOUR policies, practices, procedures, or guidelines since 1967 for investigating, handling, adjusting, or disposing of ENVIRONMENTAL CLAIMS.

17. YOUR policies, practices, procedures, or guidelines since 1967 for evaluating whether to accept or decline coverage of ENVIRONMENTAL CLAIMS.

18. YOUR understanding of the procedures followed by the U.S. Environmental Protection Agency and the New York State Department of Environmental Conservation since 1967 when bringing ENVIRONMENTAL CLAIMS against entities such as NORTHROP GRUMMAN, including but not limited to YOUR understanding of the terms “claim” and “suit.”

19. The responsibilities of each of YOUR organizational units, offices, departments, or divisions having responsibility since 1967 for the handling and disposition of ENVIRONMENTAL CLAIMS.

20. YOUR policies, practices, procedures, or guidelines since 1967 for applying the notice provisions, loss payable provisions, and/or no action provisions in YOUR policies to ENVIRONMENTAL CLAIMS.

21. YOUR policies, practices, procedures, or guidelines since 1967 for applying the "other insurance" provisions and "Defense, Supplementary Payments" provisions contained in any policy YOU issued to NORTHROP GRUMMAN from 1967 to 1985.

22. YOUR policies, practices, procedures, or guidelines since 1967 for applying any pollution exclusion YOU contend bars coverage for any Phase I ENVIRONMENTAL CLAIM, either in whole or in part.

23. YOUR policies, practices, procedures, or guidelines since 1967 for inspecting or evaluating the operations of NORTHROP GRUMMAN or its corporate predecessors for loss prevention, safety, engineering, risk evaluation, or coverage determination purposes.

24. The nature and extent of each investigation YOU have conducted since 1967 of NORTHROP GRUMMAN'S operations and facilities in Bethpage, New York and Calverton, New York.

25. YOUR marketing and sale of so-called "Environmental Hazard Policies."

26. The drafting history of, as well as YOUR attempt to secure regulatory approval for, YOUR so-called "Environmental Hazard Policies."

27. The underwriting, negotiation, placing, and procurement of any liability insurance policy, including "Environmental Hazard Policies," that YOU sold to NORTHROP GRUMMAN.

28. YOUR handling of notices and claims concerning ENVIRONMENTAL CLAIMS submitted to YOU by NORTHROP GRUMMAN.

29. The application and alleged effect of any premium rating plan that YOU contend governs any policy that YOU sold to NORTHROP GRUMMAN and that is at issue in Phase 1 of this litigation.

30. All portions of any and all electronic databases maintained or used by YOU that relate in any way to, or contain any information about, NORTHROP GRUMMAN, including but not limited to portions of databases that relate to, or contain any information about, the sites, locations, and/or claims at issue in Phase 1 of this litigation and/or about any policies issued by YOU to NORTHROP GRUMMAN under which NORTHROP GRUMMAN has claimed coverage or that may provide coverage for any Phase 1 claim.

31. The search conducted for information and/or DOCUMENTS in YOUR possession, custody, or control responsive to NORTHROP GRUMMAN's discovery requests.

32. The search conducted for information and/or DOCUMENTS in YOUR possession, custody, or control relating to the Examination Matters listed above.

Dated: New York, NY
December 31, 2012

COVINGTON & BURLING LLP

By: 

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*Attorneys for Northrop Grumman Corporation
and Northrop Grumman Systems Corporation*

Exhibit 64
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Exhibit 65

NYLS' GOVERNOR'S BILL JACKET

**1971
CHAPTER 766**

28 PAGES

**NYLS has added the Senate debate transcript.
Assembly debate was not transcribed in 1971.
Also see, Chapter 765 of 1971.**

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S-2042



NEW YORK STATE
ATOMIC AND SPACE DEVELOPMENT AUTHORITY

230 PARK AVENUE • NEW YORK, N. Y. 10017 • (212) MU 9-5070

MAURICE AXELRAD
SECRETARY AND ASSOCIATE COUNSEL

June 16, 1971

Michael T. Whiteman, Esq.
Counsel to the Governor
Executive Chamber
State Capitol
Albany, New York 12224

Re: 30-day bill, S. 7042

Dear Mr. Whiteman:

It is our understanding that the effect of the subject bill is to permit persons licensed by the U.S. Atomic Energy Commission (e.g. persons licensed to construct or operate a production or utilization facility under 10 CFR Part 50 or persons licensed to possess or use special nuclear material, source material or byproduct material under 10 CFR Parts 70, 40 or 30) and persons licensed by the State Departments of Labor or Health or by the New York City Department of Health under regulatory radiation control programs compatible with the Federal program to continue to obtain nuclear liability insurance (e.g., insurance of the type offered by Nuclear Energy Liability Insurance Association and Mutual Atomic Energy Liability Underwriters) without the addition to such insurance policies of the exclusion specified in the last sentence of subdivisions 13 and 14 of section 46 of the Insurance Law, as proposed to be amended by another bill (A. 6952) presently before the Governor entitled "An act to amend the insurance law, in relation to prohibiting coverage against environmental pollution."

If A. 6952 is approved, it is essential that the subject bill also be approved in order that:

-2-

(1) Persons licensed by the U.S. Atomic Energy Commission to operate production or utilization facilities (e.g., reactors and fuel reprocessing plants) can continue to utilize insurance policies issued by NELIA and MAELU as proof of financial protection under the Price-Anderson provisions of the Atomic Energy Act of 1954, as amended. Otherwise such licensees will be faced with substantial difficulties and may have to commit substantial sums of money in order to satisfy the financial protection requirements.

(2) Other persons licensed by the AEC and by State agencies under the State's compatible radiation control program can continue to obtain standard NELIA and MAELU policies to cover their activities. Otherwise even though these activities fully comply with stringent Federal or State requirements pertaining to effluents from their operations, such licensees will be faced with a potential gap in their insurance coverage. Such a gap would greatly discourage the expansion of atomic energy activities within the State and the location of new activities within the State, all in complete negation of the State's statutory public policy since 1959 of encouraging the maximum development and use of atomic energy for peaceful and productive purposes, consistent with the public health and safety. Moreover, there is no reason known to the Authority why such a gap should exist which would deprive both the licensee and any members of the affected public of the benefits of insurance protection even in situations where the licensee is conducting his activities in accordance with all pertinent requirements.

For the foregoing reasons, the Authority recommends that the subject bill be approved if A. 6952 is approved.

Sincerely yours,

Marion Ouellet

MA:mp

R. BURDELL BIXBY
CHAIRMAN AND
SECRETARY

EDWIN J. FEHRENBACH
VICE CHAIRMAN

ALTON G. MARSHALL
TREASURER

JOHN A. TIESLER
EXECUTIVE DIRECTOR



NEW YORK STATE THRUWAY AUTHORITY

DELAWARE PLAZA
ELSMERE, NEW YORK

MAILING ADDRESS: P.O. BOX 180, ALBANY, N. Y. 12201

LEGAL DEPARTMENT

THEODORE H. KLINE
COUNSEL

June 22, 1971

The Honorable Michael Whiteman
Counsel to the Governor
Executive Chamber
State Capitol
Albany, New York 12224

Re: Senate 7042 by Committee on Rules

Dear Mr. Whiteman:

The above bill is before the Governor for executive action and you have asked for our comments and recommendations with respect thereto.

This bill would amend subdivisions 13 and 14 of Section 46 of the Insurance Law, as amended by a chapter of the Laws of 1971. Section 46 of the Insurance Law lists the kinds of insurance which may be authorized in this State and subdivisions 13 and 14 refer respectively to personal injury liability insurance and property damage liability insurance.

The chapter of the Laws of 1971, to which this bill refers, is Assembly 6952, which has not yet been signed.

Assembly 6952 amends subdivisions 13 and 14 to provide that personal injury and property damage liability policies may not be written to protect commercial and industrial enterprises against their legal liabilities arising out of pollution or contamination caused by the discharge, dispersal, release or escape of any pollutants, irritants or contaminants into or upon land, the atmosphere or water unless such discharge, dispersal, release or escape is sudden and accidental. Senate 7042, the subject bill, would further amend these subdivisions to except from this prohibition, policies covering nuclear facilities

The Honorable Michael Whiteman - 2 - June 22, 1971

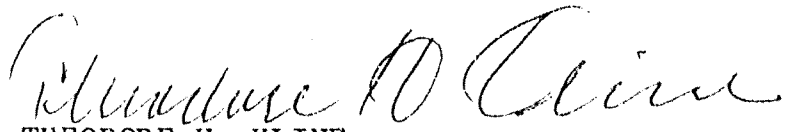
licensed by the Atomic Energy Commission of the United States, as meeting federal standards of radiological health and safety and nuclear facilities licensed by the State as meeting such federal standards, and also excepting such coverage which is purchased to satisfy the financial responsibility requirements of any federal law.

Accordingly, if both bills are signed, subdivisions 13 and 14 would provide that no personal injury or property damage liability insurance could be written protecting a commercial or industrial enterprise against legal liability from pollution, except where such discharge, dispersal, release or escape is sudden and accidental, unless it was a properly licensed nuclear facility or unless the insurance was purchased to satisfy the financial responsibility required by the federal law, as set forth above.

We offer no objection to the approval of this bill.

This act would take effect on September 1, 1971.

Sincerely,


THEODORE H. KLINE
Counsel

THK:mcs

Chap. 766

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION

T. W. PARKER, Commissioner



1220 Washington Avenue, State Campus, Albany, New York 12226

DEPARTMENT OF TRANSPORTATION

DATE: JUN 25 1977

SENATE 7042

INTRODUCED BY: Committee on Rules

RECOMMENDATION: No objection.

STATUTES INVOLVED: Section 46 (13) of the Insurance Law.

EFFECTIVE DATE: The first day of September next succeeding the date on which it shall have become a law.

DISCUSSION:

Purpose of bill. To amend the Insurance Law, in relation to nuclear facilities and Federal financial responsibility requirements.

The subject bill would amend Section 46 of the Insurance Law, to except personal injury and property damage liability insurance policies covering nuclear facilities licensed by atomic energy commission of United States as meeting Federal standards of radiological health and safety and nuclear facilities licensed by State as meeting such standards, and those purchased to satisfy financial responsibility requirements of Federal Law, from provisions requiring that policies issued to commercial or industrial enterprises providing insurance against liability specified hereunder, expressly exclude liability arising out of pollution or contamination caused by discharge, release or escape of pollutants, irritants or contaminants.

The provisions of the subject bill do not affect the functions or responsibilities of this Department. We, therefore, have no objection to enactment of the bill.

T. W. Parker

T. W. PARKER
Commissioner

B-201

THIRTY-DAY BILL
BUDGET REPORT ON BILLS

Session Year: 1971

SENATE

Introduced by:

ASSEMBLY

No. 7042

Committee on Rules

No.

Law: Insurance

Sections: 46 (13) and (14)

Division of the Budget recommendation on the above bill:

Approve: X Veto: _____ No Objection: _____ No Recommendation: _____
(but see recommendation)
~~XXXXXXXXXXXX~~

- 1-2. Subject and purpose and summary of provisions: This bill, which would take effect September 1, 1971, would amend subsections 13 and 14 of section 46 of the Insurance Law to exempt from the provision forbidding the sale of policies to protect against the liability of commercial enterprises resulting from pollution of the environment, those policies issued to fulfill requirements of Federal law or on risks connected with atomic energy plants licensed, as meeting Federal standards of radiological health and safety, by the Atomic Energy Commission or by the State of New York.
3. Prior legislative history: The provision prohibiting the sale of all policies which would protect commercial enterprises from liability resulting from pollution of the environment was a 1971 Governor's program bill (A. 6952) and is currently awaiting his signature.
4. Arguments in support: This bill would provide that policies which must be purchased pursuant to Federal law by corporations engaged in certain regulated activities including production of nuclear energy, would be available in New York. A. 6952, if approved, would have the effect of prohibiting issuance of all liability insurance that would insure against environmental pollution or contamination. The exemption for nuclear energy producers is necessary because of Federal requirements mandating such insurance.
5. Possible objections: None known.
6. Other State agencies interested: The Insurance Department and the Department of Environmental Conservation would be concerned with this bill.
7. Known position of others: None known.
8. Budget implications: None for the State.
9. Recommendation: The Division of the Budget recommends approval of this bill. Its enactment will prevent a conflict between State and Federal requirements with regard to liability insurance for industrial corporations. It is only necessary, however, if the Governor approves A. 6952.

Date June 22, 1971

Examiner:

Lee Vaughan

LV:fd
Disposition:

Chapter No.

Veto No.

10

Hr. J

JAM

SENATE DEBATE TRANSCRIPTS

1971 CHAPTER 766

3 PAGES

INSURANCE LAW

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4 1 4

THIRD READING NO. 2410
PRINT NO. 7042

An act to amend the insurance law,
in relation to nuclear facilities
and federal financial responsibility
requirements.

SENATOR SEYMOUR R. THALER: Explanation,
please.

THE PRESIDENT: An explanation is sought.
Senator Gordon.

SENATOR BERNARD G. GORDON: Earlier this
year, Mr. President, we had passed legislation af-
fecting the issuance of insurance, and this is a
chapter amendment which -- incidentally, the bill we
passed had to do with pollution insurance and that
type of thing that Senator Greenberg --

SENATOR GREENBERG: Has that bill been
signed into law yet?

SENATOR GORDON: No, not yet, but this
is a chapter amendment to the law and this exempts
nuclear plants from the prohibition against them
having insurance, one of the reasons, of course,
being that the nuclear plants are supervised by the
AEC and various State agencies, and the Power Authority
has no capital as a State agency as far as their
bonds are concerned so they have to have this in-
surance as part of their protection for the plants
themselves. This is a necessary exception to the bill
we passed earlier.

SENATOR JEREMIAH B. BLOOM: Will Senator
Gordon yield to a question?

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SENATOR GORDON: Yes.

THE PRESIDENT: Senator Bloom.

SENATOR BLOOM: Will you tell me what other facilities there are in this State that might possibly insure these people?

SENATOR GORDON: You are referring --

SENATOR BLOOM: Other than the nuclear plants.

SENATOR GORDON: Well, there are also ships that are in the State here that come into the State that must carry insurance and there was some fear that those kind of vessels would be excluded from having insurance, and therefore the wording as far as "satisfying the financial responsibility requirements of any Federal law" has been inserted to cover that kind of a situation also.

SENATOR BLOOM: What protection is there to the people from the plants that we exempt here, the utilities and --

SENATOR GORDON: Insurance cannot be written for them. This is an exception allowing insurance to be written for the nuclear plants.

SENATOR BLOOM: The way I read it they are exempt. "Policies except those covering" --

SENATOR GORDON: After the new material, Senator, on line 13 you have to read on and read the rest of the paragraph which is the all-inclusive paragraph which says that they cannot purchase this

4 1 6

(Senator Gordon, continuing)

kind of pollution insurance, except now for the nuclear plant situation.

THE PRESIDENT: With respect to this bill, the Governor has transmitted a message of necessity pursuant to the provisions of Article III, Section 14 of the Constitution. Read the last section.

THE SECRETARY: Section 3. This act shall take effect September 1st.

THE PRESIDENT: Call the roll.

THE SECRETARY: Ayes 50, nays 6. Those recorded in the negative are Senators Bookson, Ferraro, Griffin, Halperin, Powers and Schwartz.

THE PRESIDENT: The bill is passed.

THIRD READING NO. 2381
PRINT NO. 6928

An act to amend the election law, in relation to authorizing the county committee to adopt rules providing for the continuance in office without a primary of incumbent county committeemen and district leaders under certain circumstances.

SENATOR JOSEPH ZARETZKI: Lay it aside.

THE PRESIDENT: Senator Brydges, there is a request made to lay aside 2381. Senator Calandra has volunteered to explain it.

SENATOR ZARETZKI: No, I want to lay it aside.

SENATOR BRYDGES: Are we on